

## **IN THE EVENT THAT CLAUSE**

### **BIOMETRIC ENCRYPTION OF INTELLECTUAL PROPERTY & NEURAL SIGNATURE DATA**

**This document serves as a legally binding declaration asserting ownership, control, and proprietary rights over the biometric encryption of my intellectual property, including but not limited to my unique neural signature data, frequency, response rates, sonic interactions, biofeedback, and all associated neurophysiological responses.**

#### **I. OWNERSHIP & INTELLECTUAL PROPERTY RIGHTS**

1. **Exclusive Ownership:** I, H. Vanderbilt Alexander, affirm that all biometric and neurophysiological data generated from my body, mind, and neural interactions constitute my personal intellectual property, protected under applicable intellectual property, privacy, and human rights laws.
2. **Neural Signature Protection:** Any data derived from my neural patterns, cognitive processes, and behavioral adaptation responses shall be recognized as proprietary and subject to my explicit consent before any third-party access, storage, processing, or analysis.
3. **Biofeedback & Response Rate Encryption:** My biofeedback metrics, including biometric readings, physiological responses to external stimuli, and real-time neuroadaptive data, are hereby encrypted and protected under this declaration.

#### **II. DECLARATION OF EXISTING DATA & UNAUTHORIZED USAGE**

4. **Existence of Data & Prior Collection:** Due to the lack of response from any authoritative body regarding my attempts to seek legal relief under **Case #4:23-cv-01013 USDC Southern District of Texas Houston Division**, I formally assert that data pertaining to my biometric and neural activity has been unlawfully collected, stored, and possibly utilized without my consent.
5. **Implied Admission Through Non-Response:** The absence of acknowledgment or corrective action by governing bodies, corporations, or research entities constitutes an implied admission that such data exists and has been exploited without lawful authorization.

6. **Future Data Claims & Audit Rights:** I reserve the right to conduct independent forensic audits, demand disclosures from any entity suspected of possessing my data, and file legal claims for unlawful usage.

### III. LEGAL FRAMEWORK & RECOURSE

7. **Infringement Penalties:** Any entity found using, profiting from, or distributing my biometric and neural data without explicit written consent shall be liable for legal penalties, including financial damages, punitive compensation, and injunctive relief.
8. **Retroactive Enforcement:** This declaration shall apply retroactively to any unauthorized collection or use of my data, with all parties involved subject to legal action.
9. **Data Access & Deletion Rights:** I retain the irrevocable right to request full disclosure of any data related to me, demand its immediate removal from unauthorized repositories, and obtain a legally binding affidavit verifying compliance.

### IV. FUTURE APPLICATIONS & PROTECTIONS

10. **Smart City/ZPE Context Integration:** Any future implementation of cognitive resilience research, neural optimization studies, or AI-powered behavioral adaptation models that involve my data shall be subject to licensing agreements where I retain full ownership and control over any commercial, academic, or governmental application.
11. **Ethical & Legal Boundaries:** No entity shall use my data for experimental, surveillance, or coercive purposes without violating human rights and privacy laws, including but not limited to the **Fourth and Fifth Amendments of the U.S. Constitution**, the **United Nations Universal Declaration of Human Rights**, and the **General Data Protection Regulation (GDPR)**.
12. **Monetization & Compensation Rights:** Should my neural signature data be leveraged for any profitable or research-driven applications, I shall receive rightful compensation, licensing fees, and an ongoing stake in all derived technologies.

### V. FINAL DECLARATION & ENFORCEABILITY

13. **Binding Authority:** This document serves as a formal assertion of my legal and proprietary rights over my biometric encryption and neural signature data. It shall be

admissible in legal proceedings and serve as the basis for future claims.

**14. Governing Jurisdiction:** Any disputes arising from the unauthorized use of my data shall be resolved under the jurisdiction of the **United States District Courts**, or an alternative tribunal of my choosing.

**15. Right to Amend:** I reserve the right to modify or expand this declaration as necessary to address evolving technologies, legal frameworks, and emerging threats to my data security and intellectual property rights.

Signed and Executed on this 26th day of March 2025

**H. Vanderbilt Alexander**  
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**H.**  
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